

OFFICIAL FILE

I.C.C. DOCKET NO. 070363

Resp Exhibit No. A

Witness _____

Date 10/19/07 Reporter _____

FORMAL COMPLAINT

Illinois Commerce Commission
527 E. Capitol Avenue
Springfield, Illinois 62701

For Commission Use Only:

Case: 07-0363

Regarding a complaint by (Person making the complaint): Virginia Alderson (Ginnage's Sewing Alteration)

Against (Utility name): U.S. Energy Savings corp.

As to (Reason for complaint) cancellation fees, ending contract July 2005
Jan. 2007 cancelled Both dates

in chicago Illinois.

TO THE ILLINOIS COMMERCE COMMISSION, SPRINGFIELD, ILLINOIS:

My mailing address is P.O. Box 68 Sheridan IL 60551

The service address that I am complaining about is 1015 Bushnell Sheridan IL 60551

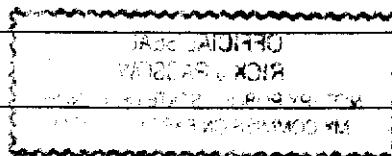
My home telephone is (815) 496-9738

Between 8:30 A.M. and 5:00 P.M. weekdays, I can be reached at (815) 4969122

(Full name of utility company) U.S. Energy Savings corp. (respondent) is a public utility and is subject to the provisions of the Illinois Public Utilities Act.

In the space below, list the specific section of the law, Commission rule(s), or utility tariffs that you think is involved with your complaint.

Part 280

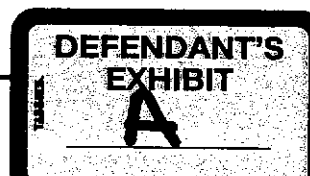


Have you contacted the Consumer Services Division of the Illinois Commerce Commission about your complaint?

☒ Yes ☐ No

Has the complaint filed with that office been closed?

☒ Yes ☐ No



- 1) On June 28, 2005, U.S. Energy came into our business representing The United States Government with a program subsidizing new and small businesses with the rising gas costs. They told us that any business would be stupid not to sign up with them. I, Virginia Alderson, asked for paperwork to look over with my spouse and co-owner of the business. The representative stated that it would come in the mail. I signed to get information in the mail.
- 2) A contract came in the mail and we cancelled the contract that day, July 5, within their 45 day window (as stated in the contract). I was threatened with breach of contract, threatened to have my gas supply shut off to our Laundromat, and that I wouldn't have a business anymore. They never cancelled our contract. As months went by we received higher and higher natural gas charges.
- 3) In January of 2007 I called and cancelled again and contacted the I.C.C and filed an informal complaint. I proceeded to call again and again to cancel. U.S. Energy threatened again to shut off my gas supply and shut down my business. They said they would hold us in breach of contract.
- 4) In February I called again and U.S. Energy put me on hold for over two hours. Then they told me that they would hold us in breach of contract, and charge me with end of contract fees.
- 5) John from I.C.C. called and said U.S. Energy has not responded to informal complaint. He asked me if I wanted to close my complaint as unresponsive. We decided to hold the complaint open for two more weeks to give U.S. Energy more time to respond.
- 6) I called U.S. Energy and asked them again to close our account with them. The representative told me to bear with them as she would check into this matter; they couldn't close while a complaint had been filed. Then put me on hold for an hour, it would be investigated and their team of investigators would get back to me in five to ten business days. I again asked them to close our account with them they refused.
- 7) In March I continued to call U.S. Energy and was put on hold, hung up on, told to bear with them, threatened to be held in breach of contract, and to have our gas supply shut off. They said they would shut down my business.
- 8) I continued to talk to Nicor had my account # changed, contacted Lisa Managans office to see if they could help, and spoke With John from ICC. It was no help- U.S. Energy was still charging us for our gas.
- 9) In April, I again Contacted John from ICC. He said we could go forward with a formal complaint. I said fine anything he would get the paperwork to me and let U.S. Energy again and this time demanded that they get off of our account. The person on the phone Said, "Don't get demanding with me! I've never spoken with you." I told her to check phone logs and they showed that I had previously spoken with her about this matter. I insisted on speaking with a supervisor. They finally ended my contract and said they would be charging me an end of contract fee of \$1,867.47. I asked why they haven't responded to the complaint, they never responded.
- 10) My Husband and co-owner, Dale Alderson called U.S. Energy to find out if in fact the contract had been terminated. A representative of U.S. Energy stated the phone logs that they have showed that we cancelled in July, 5, 2005 (within contracts 45 day window).
- 11) U.S. energy has over charged us 60% more then Nicor as well as an end of contract fee. We would like to recoup our losses as well as end of contract fees. Due to U.S. Energy's price hike during this energy crisis.

Thank You,
Dale Alderson
Virginia Alderson
Owners of
Ginngee's Sewing
Alterations & Laundromat

Informal Complaint # 2007-01257



U.S. ENERGY SAVINGS CORP.
President's Plaza, 8600 West Bryn Mawr, Suite 440N
Chicago, Illinois 60631

CUSTOMER REGISTRATION

✓ **Yes! Enroll me in the Natural Gas Fixed Price Program**

For the purposes and matters relating to the supply of natural gas for the account number(s) listed below and on any attached schedule, the account holder noted below (the "Customer") hereby appoints Illinois Energy Savings Corp., doing business as U.S. Energy Savings Corp. ("USESC"), as the Customer's sole and exclusive agent. The Customer has received from USESC the Customer Agreement and a copy of this Customer Registration (together, the "Agreement"). The Customer acknowledges having read the Agreement and all of its terms and conditions (including those related to liquidated damages), understands the nature and content thereof, and agrees to be bound thereby. If the Agreement is being signed on behalf of a Customer, the undersigned represents that he/she has the authority to bind the Customer.

The Customer has read the Agreement and agrees to purchase natural gas in accordance with the terms and conditions of this Agreement at a guaranteed fixed price of 87.5 cents per therm plus the Nicor aggregator balancing service charge and storage service cost recovery charge currently approximately 2 cents per therm for an initial period of ☐ 4 years or ☒ 5 years.

SIGNATURE:

PRINT NAME:

→ ~~Owner~~ Virginia Alderson VIRGINIA ALDERSON

Position of Signatory (for businesses):

OWNER

Date:

month 06 day 28 year 2005

Customer's Right to Cancel (for residential customers only): You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the enclosed notice of cancellation form for an explanation of this right.

Is this a ☒ Business ☐ Home

Account Holder ☒

Spouse ☐

Common law ☐

Customer (Name of business OR home owner):

GINNELS SEWING ALTERATION & LAUND

Business Contact (if applicable):

Billing Address:

WS BUSHMILL 15 MAIN LAUNDROMAT

City:

SHERIDAN IL 60551

Zip Code:

Service Address (if different from above):

City:

Zip Code:

Daytime Telephone #:

815-496-9122

Ext.:

Evening Telephone #:

Nicor Account No.:

6 7 7 4 6 0 4 4 3 6

Local Gas Meter No.:

3 3 5 7 7 2 5

CSR NAME SARIK
I.D # 3123

E-mail address:

N/A

Fax No.:

N/A

Business Tax ID Number/SSN:

N/A

D-U-N-S® #:

N/A

Contact time:

weekdays

☐ 8 - noon

☒ noon - 5 p.m.

☐ 5 - 8 p.m.

weekends

☐ 9 - noon

☒ noon - 4 p.m.

I hereby acknowledge receipt of the Customer Agreement, my copy of this Customer Registration, and the cancellation notice (for residential customers). I further acknowledge that the USESC independent authorized representative identified himself/herself clearly as representing USESC, an energy retailer, was wearing a USESC photo I.D. badge, explained the USESC Natural Gas Fixed Price Program fully and advised me orally of my cancellation rights (for residential customers — within three business days from signing). I understand that if I breach or terminate this Agreement before the end of the Term, the cost is 10 cents per therm times the estimated remaining usage for the Term.

- This Agreement is with a certificated alternative gas supplier, NOT the local natural gas distributor.
- You will continue to be supplied with natural gas whether or not you sign this Agreement. If you choose to purchase natural gas from your local natural gas distributor, the price will vary with market conditions.
- Existing arrangements for budget billing will be adjusted to cover Nicor-related charges. The USESC charges set out above will be billed in accordance with actual or estimated monthly consumption.
- Residential Customers Only: For you to cancel your Agreement within three business days of signing, call or send written instructions to:

Customer Service, USESC, President's Plaza, 8600 West Bryn Mawr, Suite 440N, Chicago, Illinois 60631
tel. 1.888.674.7847 fax 1.888.548.7690

Independent Agent Name:

MIKE RICKARD

Independent Agent Signature:

USESC.N1.8

FPCR:

EN071190

Source Code:

-

Agent Number:

72233

Natural Gas Fixed Price Program Agreement, Notice of Appointment of Agent and Appointment of Agent

To: Northern Illinois Gas Company d/b/a Nicor Gas ("Nicor") and
Illinois Energy Savings Corp. d/b/a U.S. Energy Savings Corp. ("USESC")

The Customer has read, understands and agrees to the terms and conditions outlined herein.

The Customer understands that USESC is not its local utility and hereby appoints USESC as its sole and exclusive agent and supplier for all purposes relating to the supply, and billing of supply, of natural gas to the location(s) associated with the Nicor account number(s) provided (the "Location(s)") for the Term, as defined below, of the Natural Gas Fixed Price Program.

UNLESS OTHERWISE PROVIDED BY LAW, USESC MAY RENEW THE AGREEMENT FOR SUCCESSIVE TERMS UPON NOT LESS THAN 60 DAYS NOTICE TO THE CUSTOMER OF THE AMENDED TERMS AND CONDITIONS OF SUCH RENEWAL, INCLUDING, WITHOUT LIMITATION, CHANGES TO PRICE AND TERM. THE CUSTOMER HAS 30 DAYS FROM RECEIPT OF THE NOTICE (DEEMED TO BE 7 CALENDAR DAYS FROM THE DATE THE NOTICE IS SENT) TO ELECT AGAINST RENEWAL, IN WRITING, AFTER WHICH TIME THE AGREEMENT WILL AUTOMATICALLY RENEW UNDER THE CONDITIONS SET OUT IN THE RENEWAL NOTICE. THE PARTIES AGREE THAT ANY PROVISIONS REQUIRED BY LAW TO BE CONTAINED HEREIN FOR RENEWAL PURPOSES ARE DEEMED INCORPORATED HEREIN, AND USESC AGREES TO PROVIDE A COPY OF ANY SUCH PROVISIONS UPON REQUEST.

This Agreement is effective upon execution by Customer for business customers, and four business days after execution by Customer for residential customers, and is conditioned upon approval by Nicor and USESC. USESC approval may be contingent upon credit approval (including, but not limited to, approval based on credit ratings, Nicor bill payment status or payment history, etc.) and verification of information by USESC through recorded telephone call with the Customer. USESC retains sole and unfettered discretion as to whether to seek credit approval and telephone verification. The Customer consents and agrees to USESC investigating the Customer's credit history and obtaining a credit report. USESC will send a letter by regular mail to the address noted on the Customer Registration if the Customer is not approved by USESC (the "Letter"). If the USESC name does not appear on the Customer's gas bill within 6 months of the Customer entering into this Agreement, the Customer understands and agrees that USESC did not approve the Agreement.

In respect of any location(s) replacing the Location(s) as a result of a change or changes in the Customer's residence(s) or place(s) of business, as applicable, the Customer shall notify USESC in writing of any change in location and the corresponding account number for the local gas utility (whether it be Nicor or another local gas utility) servicing that new location. The Customer agrees that Nicor may also advise USESC of any such change. The Customer agrees that this Agreement applies to such replacement location(s), if possible, at the sole discretion of USESC. The Customer agrees that if a local gas utility other than Nicor services the new location(s) (the "Subsequent Utility"), the changes to this Agreement necessary to reflect the applicability of this Agreement to the Subsequent Utility are deemed incorporated herein. Without limiting the generality of the foregoing, the Customer specifically agrees that this Agreement will constitute a notice of appointment of agency to the Subsequent Utility and that the Customer will be responsible for paying any charges imposed by Subsequent Utility on USESC that USESC typically passes through to the Customer, whether or not those charges are greater or lesser than those identified in the paragraph below.

The term of this Agreement commences on the date of first gas flow under this Agreement (or, if this Agreement is unilaterally cancelled before the first gas flow, USESC's anticipated date of gas flow), which will be approximately 15-90 days after signing, and ends at the time of the estimated or actual meter reading performed immediately after the end of the chosen period of 4 or 5 years (if no period has been chosen, the parties agree that the default choice is 5 years) (the "Term"). The Customer agrees to pay 87.5 cents/therm (the "Supply Cost") for the gas supply portion of the gas bill during the Term. The Customer understands that Nicor's gas supply cost over the Term may or may not be greater than the Supply Cost. The Supply Cost does not include, and the Customer also agrees to pay: taxes; interest on late payments from the due date until paid, at the lesser of the maximum lawful rate of interest or 1.5% per month; charges that will be charged to USESC by Nicor in respect of the Customer (the "Nicor Charges"); and other non-commodity charges. The Nicor Charges may vary and the amounts are not in the control of USESC. Currently, the Nicor Charges are: an aggregator balancing service charge and a storage service cost recovery charge. Together, the Nicor Charges currently amount to approximately 2 cents per therm. Even though the Customer is contracting with USESC and not Nicor, the Customer will be billed by Nicor for all of the above-mentioned amounts. The Supply Cost will not increase during the Term, unless the Customer chooses to enter into a new agreement with USESC at a higher price, in which case that agreement will replace this Agreement. The Customer agrees that the Supply Cost may increase or decrease upon renewal of this Agreement. If USESC does not comply with its contractual obligation to supply natural gas, USESC will offer to reimburse the Customer for the additional cost, if any, incurred to acquire the natural gas that was required to be provided under this Agreement.

USESC may amend the terms and conditions of this Agreement during the Term of this Agreement upon not less than 60 days notice to the Customer and the Customer has 30 days from the date the notice was sent to elect against continuing

in the Agreement under such amended terms and conditions, in which case the original terms and conditions prevail. Notwithstanding the foregoing, the Customer agrees that USESC may change billing arrangements upon notice, as it deems necessary, in its sole discretion, and the Customer agrees to continue to pay for the amounts noted in the previous paragraph, notwithstanding any such change. The Customer authorizes USESC and Nicor to share account, payment status and history, and related information about the Customer, and authorizes USESC to provide such information to third parties, such as its suppliers and service providers, as may be required by contract or law or as may be appropriate for business purposes. The Customer consents to the recording of calls between the Customer and USESC and to the maintenance of written documents for such time as USESC may deem appropriate for business purposes and as may be required by the Illinois Commerce Commission or other government authority.

USESC is authorized to negotiate, commit to, enter into, amend or terminate agreements with Nicor and other third parties relating to the supply, volume load balancing, transportation, delivery, purchasing, and billing of natural gas on the Customer's behalf as though the Customer had entered into the agreements. Nicor is entitled to rely upon anything done, or any document signed by USESC relating to the supply, volume load balancing, transportation, delivery, purchasing and billing of natural gas as though the Customer had performed the action or signed the document.

This Agreement is the entire agreement between the parties. No handwritten alterations to the terms and conditions in this Customer Agreement are valid or binding. The Customer agrees that the Customer did not rely on any oral representations.

The Customer understands and agrees that USESC is not responsible for any damages that may be suffered by the Customer except in the case of intentional wrongdoing by USESC itself. The Customer indemnifies Nicor from any claim in respect of obligations of USESC. *THE CUSTOMER SHALL CALL NICOR IN CASE OF SMELL OF GAS OR OTHER INDICATION THAT THERE MAY BE A GAS LEAK. IN NO EVENT SHALL USESC BE LIABLE FOR ANY ACTS OF INDEPENDENT AGENTS. IN NO EVENT SHALL USESC BE LIABLE FOR ANY DAMAGE DIRECTLY OR INDIRECTLY CAUSED BY A GAS LEAK. NEITHER CUSTOMER NOR USESC SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY.*

USESC may, with or without notice to, or consent from, the Customer, sell, assign, transfer or grant a security interest in all or any part of its interest in this Agreement, or any amounts payable hereunder. This Agreement cannot be assigned by Customer, except with the express written permission of USESC. This Agreement and any renewal or amendment hereof shall be determined in accordance with the laws of the State of Illinois.

The Customer agrees that as a gas user the Customer is responsible for the purchase, and payment in full, of gas delivered to the Location(s) and related charges, including, without limitation, the Supply Cost, the Nicor Charges, interest on late payments, and taxes. The Customer understands that USESC enters into fixed term gas supply arrangements to meet the requirements of each end user such as the Customer. The Customer agrees that if the Customer terminates or breaches this Agreement after it has come into effect (whether or not gas supply has commenced), including, for example, by switching suppliers or reverting to supply from another source, such as Nicor, USESC will suffer damages and the Customer agrees to pay all of those damages as liquidated damages calculated as follows: 10 cents per therm times the remaining years, or part thereof, of the Term times the Customer's annual gas usage in therms. The annual gas usage figure will be based on the Customer's previous year's usage or, if the Customer has had less than one year's consumption with USESC, the annual gas usage will be based on information provided by Nicor. The Customer agrees to these liquidated damages because the Customer agrees that the actual damages incurred by USESC would be difficult to ascertain under the circumstances and the amount of these liquidated damages is reasonable under the circumstances and is not a penalty. The Customer also agrees to pay to USESC any fees associated with the collection of liquidated damages, including, but not limited to, any legal fees, and authorizes and directs Nicor to include the liquidated damages and any collection fees in the Customer's gas utility bill as an amount payable to USESC.

The Customer agrees to keep the Customer's gas account in good standing and USESC will not be obligated to supply or deliver gas to the Customer when the account is delinquent. The Customer hereby directs Nicor to release any and all information related to the Customer's present arrangements for the supply, delivery, and billing of natural gas to USESC. If the Customer has any questions or complaints, the Customer may contact USESC at the numbers below or the Illinois Commerce Commission at 1.800.524.0795.


U.S. Energy Savings Corp.

Toll Free Tel. 1.888.674.7847 Toll Free Fax 1.888.548.7690

cs@energysavings.com

or

**Mail: President's Plaza, 8600 West Bryn Mawr, Suite 440N
Chicago, Illinois 60631**



Chair & Chief Executive Officer
U.S. Energy Savings Corp.

**THIS CUSTOMER AGREEMENT & THE CUSTOMER REGISTRATION
TOGETHER FORM YOUR AGREEMENT.**

NICOR GAS
Rider 6
Gas Supply Cost Factors
(Cents Per Therm)

| MONTH | GC | CGC | DGC | MEGC | NCGC | TSA | CSBC | CSC (P/) | |
|-------|--------|--------|-------|------|------|---------|-----------|----------|-------------|
| 2007 | | | | | | | | | |
| MAY | 86.00 | 81.92 | 51.54 | - | 4.08 | -0.35 | 2.01 | 1.68 | Preliminary |
| APR | 85.00 | 80.74 | 51.36 | - | 4.26 | -0.35 | 2.01 | 1.68 | |
| MAR | 83.00 | 78.80 | 51.24 | - | 4.20 | -0.36 | 1.99 | 1.65 | |
| FEB | 72.00 | 67.46 | 51.37 | - | 4.54 | -0.36 | 2.08 | 1.74 | |
| JAN | 67.00 | 62.95 | 50.05 | - | 4.05 | -0.36 | 2.08 | 1.74 | |
| 2006 | | | | | | | | | |
| DEC | 67.00 | 64.53 | 43.42 | - | 2.47 | -0.54 | 2.25 | 1.73 | |
| NOV | 55.00 | 51.64 | 51.23 | - | 3.36 | -0.37 | 2.30 | 1.95 | |
| OCT | 44.00 | 40.54 | 50.34 | - | 3.46 | -0.30 | 2.39 | 2.11 | |
| SEP | 59.00 | 55.57 | 49.82 | - | 3.43 | -0.27 | 2.39 | 2.14 | |
| AUG | 50.00 | 46.55 | 49.80 | - | 3.45 | -0.23 | 2.38 | 2.17 | |
| JUL | 50.00 | 46.48 | 49.78 | - | 3.52 | -0.20 | 2.38 | 2.20 | |
| JUN | 50.00 | 46.36 | 47.56 | - | 3.64 | -0.19 | 2.40 | 2.19 | |
| MAY | 61.00 | 57.25 | 47.68 | - | 3.75 | -0.19 | 2.34 | 2.13 | |
| APR | 66.00 | 62.07 | 47.60 | - | 3.93 | -0.18 | 2.31 | 2.11 | |
| MAR | 67.00 | 62.79 | 47.87 | - | 4.21 | -0.18 | 2.33 | 2.13 | |
| FEB | 94.00 | 89.74 | 48.14 | - | 4.26 | -0.17 | 2.27 | 2.08 | |
| JAN | 109.00 | 104.81 | 47.90 | - | 4.19 | -0.17 | 2.15 | 1.96 | |
| 2005 | | | | | | | | | |
| DEC | 113.00 | 109.44 | 49.33 | - | 3.56 | -0.29 | 2.30 | 1.99 | |
| NOV | 119.00 | 115.48 | 49.92 | - | 3.52 | -0.25 | 2.26 | 1.99 | |
| | | | | | | TS (N/) | ABSC (O/) | | |
| OCT | 117.00 | 113.40 | 50.11 | - | 3.60 | 0.00 | 2.26 | | |
| SEP | 100.00 | 96.43 | 50.08 | - | 3.57 | 0.00 | 2.25 | | |
| AUG | 75.00 | 71.49 | 49.97 | - | 3.51 | 0.00 | 2.23 | | |
| JUL | 74.00 | 70.47 | 50.16 | - | 3.53 | 0.00 | 2.22 | | |
| JUN | 70.00 | 66.32 | 50.60 | - | 3.68 | 0.00 | 2.22 | | |
| MAY | 78.00 | 74.15 | 50.63 | - | 3.85 | 0.00 | 2.20 | | |
| APR | 76.00 | 71.72 | 50.40 | - | 4.28 | 0.00 | 2.21 | | |
| MAR | 64.00 | 59.72 | 50.37 | - | 4.28 | 0.00 | 2.18 | | |
| FEB | 67.00 | 62.49 | 50.44 | - | 4.51 | 0.00 | 2.16 | | |
| JAN | 72.00 | 67.40 | 51.77 | - | 4.60 | 0.00 | 2.16 | | |
| 2004 | | | | | | | | | |
| DEC | 70.00 | 65.99 | 50.55 | - | 4.01 | 0.00 | 2.21 | | |
| NOV | 74.00 | 70.15 | 50.85 | - | 3.85 | 0.00 | 2.19 | | |
| OCT | 58.00 | 54.40 | 49.26 | - | 3.60 | 0.00 | 2.18 | | |
| SEP | 62.00 | 58.46 | 49.36 | - | 3.54 | 0.00 | 2.18 | | |
| AUG | 65.00 | 61.36 | 50.21 | - | 3.64 | 0.00 | 2.18 | | |
| JUL | 72.00 | 68.31 | 50.46 | - | 3.69 | 0.00 | 2.18 | | |
| JUN | 72.00 | 68.41 | 50.56 | - | 3.59 | 0.00 | 2.15 | | |
| MAY | 59.00 | 55.04 | 52.27 | - | 3.96 | 0.00 | 2.15 | | |
| APR | 59.00 | 54.88 | 52.59 | - | 4.12 | 0.00 | 2.12 | | |
| MAR | 55.00 | 50.98 | 58.90 | - | 4.02 | 0.00 | 2.08 | | |
| FEB | 60.00 | 55.66 | 55.05 | - | 4.34 | 0.00 | 2.08 | | |
| JAN | 69.00 | 64.66 | 53.71 | - | 4.34 | 0.00 | 2.06 | | |
| 2003 | | | | | | | | | |
| DEC | 58.00 | 55.04 | 39.33 | - | 2.96 | 0.00 | 1.58 | | |
| NOV | 58.00 | 54.84 | 39.90 | - | 3.16 | 0.00 | 1.57 | | |
| OCT | 55.00 | 51.93 | 39.93 | - | 3.07 | 0.00 | 1.57 | | |
| SEP | 58.00 | 54.77 | 39.93 | - | 3.23 | 0.00 | 1.58 | | |
| AUG | 61.00 | 57.73 | 40.06 | - | 3.27 | 0.00 | 1.58 | | |
| JUL | 67.00 | 63.81 | 39.30 | - | 3.19 | 0.00 | 1.55 | | |
| JUN | 67.00 | 63.58 | 41.01 | - | 3.42 | 0.00 | 1.54 | | |
| MAY | 63.00 | 59.08 | 49.65 | - | 3.92 | 0.00 | 1.68 | | |
| APR | 67.00 | 64.43 | 61.04 | - | 2.57 | 0.00 | 1.93 | | |
| MAR | 83.00 | 79.04 | 49.44 | - | 3.96 | 0.00 | 2.02 | | |
| FEB | 55.00 | 50.44 | 55.73 | - | 4.56 | 0.00 | 2.04 | | |
| JAN | 54.00 | 49.45 | 55.73 | - | 4.55 | 0.00 | 2.05 | | |

- N/ Beginning November 1, 2005, the TS (Transition Surcharge) was removed from Rider 6 pursuant to Order of the Commission in Docket No. 04-0779.
- O/ Beginning November 1, 2005 and pursuant to Order of the Commission in Docket No. 04-0779, the ABSC charge was changed to CSBC (Customer Select Balancing Charge) in Rider 6 and goes from the supplier's bill to the customer's bill.
- P/ Effective November 1, 2005, CSC (Customer Select Charge) = TSA + CSBC + Rider 5 (SSCR)

(MORE)



U.S. ENERGY
SAVINGS CORP.

NATURAL GAS FIXED PRICE PROGRAM



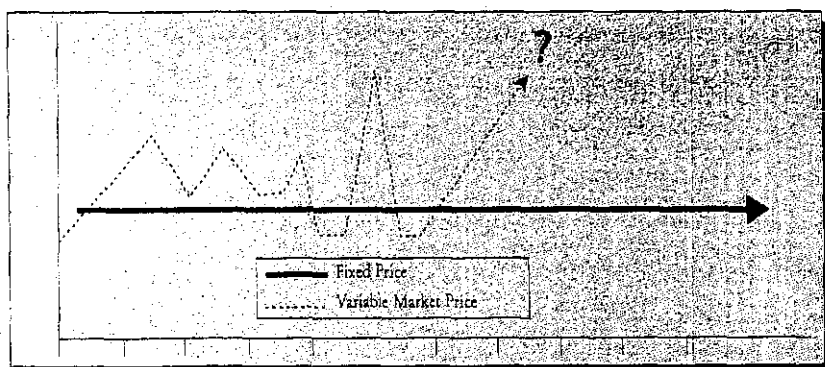
Lock in your commodity price now
for guaranteed protection
against future increases.

FOR YOUR ENERGY. FOR YOUR PEACE OF MIND.

Toll Free Customer Service
1.888.674.7847

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THE BENEFITS OF A LONG TERM FIXED PRICE
VS.
VARIABLE MARKET PRICE



FOR YOUR ENERGY. FOR YOUR PEACE OF MIND.

MILLIONS OF AMERICANS HAVE SWITCHED TO CUSTOMER CHOICE PROGRAMS

DELIVERY OF GAS AND CUSTOMER SERVICE FROM
NICOR REMAIN UNCHANGED

NO HIDDEN SIGN-UP FEES

Who is USESC?

U.S. Energy Savings Corp., or USESC, is a company committed to stabilizing natural gas costs for end users. USESC is one of a number of retail natural gas suppliers who are collectively responsible for millions of businesses and households participating in natural gas customer choice programs across North America.

USESC is a member of a family of companies that have saved millions of dollars for their customers. Illinois Energy Savings Corp. (doing business as USESC) is licensed to market natural gas by the Illinois Commerce Commission under a certificate granted in Docket Number 03-0720.

How can I benefit from the fixed price program?

By locking in your gas price at our current rates you protect yourself from any future price increases for the agreed term. This allows you to budget and plan for the future without uncertainty about rising natural gas prices. Prices and savings are calculated on the gas supply charge portion of your bill (approximately 70-75% of your total bill). Much of the remaining portion of your bill is regulated by the Illinois Commerce Commission.

How will this affect my relationship with Nicor Gas?

Nicor Gas will remain committed to the safe and reliable delivery of natural gas to your home or business. Existing arrangements for budget billing will be adjusted to cover Nicor-related charges. The USESC charges will be billed in accordance with actual or estimated monthly consumption. You will continue to receive one bill from Nicor Gas. Should you smell gas, you should contact Nicor Gas immediately.

Why fix my price today?

Natural gas prices have become increasingly volatile in the past several years, partially due to increased use of natural gas to heat new homes and businesses. In addition, natural gas is being used more and more to generate electricity. As a result, U.S. natural gas prices have been in an upward trend over the past several years, and we expect that trend to continue. Lock in now and protect yourself against further increases.